

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SUPERB MOTOR, INC., TEAM AUTO SALES LLC., ROBERT ANTHONY URRUTIA, 189 SUNRISE HIGHWAY AUTO, LLC., NORTHSORE MOTOR LEASING, LLC., BRIAN CHABRIER, individually and derivatively as member of NORTHSORE MOTOR LEASING, LLC., JOSHUA AARONSON, individually and derivatively as a member of 189 SUNRISE HWY AUTO, LLC., JORY BARON, 1581 HYLAN BLVD AUTO, LLC., 1580 HYLAN BLVD AUTO, LLC., 1591 HYLAND BLVD AUTO, LLC., 1632 HYLAN BLVD AUTO, LLC., 1239 HYLAN BLVD AUTO, LLC., 2519 HYLAND BLVD AUTO, LLC., 76 FISK STREET REALTY, LLC., 446 ROUTE 23 AUTO, LLC., and ISLAND AUTO MANAGEMENT, LLC.,

Case No. 2:23-cv-6188
(JMW)

**DECLARATION OF
ANTHONY DEO IN
SUPPORT OF
DEFENDANTS'
LETTER MOTION TO
MODIFY THE
PRELIMINARY
INJUNCTION**

Plaintiffs,

-against-

ANTHONY DEO, SARAH DEO, HARRY THOMASSON, DWIGHT BLANKENSHIP, MARC MERCKLING, MICHAEL LAURIE, THOMAS JONES, CPA, CAR BUYERS NYC, INC., GOLD COAST CARS OF SYOSSET, LLC., GOLD COAST CARS OF SUNRISE, LLC., GOLD COAST MOTORS AUTOMOTIVE GROUP, LLC., GOLD COAST MOTORS OF LIC, LLC., GOLD COAST MOTORS OF ROSLYN, LLC., GOLD COAST MOTORS OF SMITHTOWN, LLC., UEA PREMIER MOTORS CORP., DLA CAPITAL PARTNERS, INC., JONES, LITTLE & Co., CPA'S, LLP., FLUSHING BANK, and LIBERTAS FUNDING, LLC.,

Defendants.


Signed by:
A73C052E19324AA

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Anthony Deo declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the following is true and correct:

1. I am a defendant in the above-captioned action, and respectfully submit this declaration in support of the

2. I respectfully submit this Declaration in Support of the Deo Defendants¹ motion to modify the terms of the injunction as they pertain to the Deo Defendants, as issued by this Court on January 18, 2024. I have personal knowledge of the facts set forth herein.

3. Pursuant to the Court's Memorandum Order dated January 18, 2024 (the "Order"), the Deo Defendants were directed to relocate six specific vehicles (the "Deo Injuncted Vehicles") to a licensed and insured storage facility on Long Island. At the time of the Order, the two lots identified as the "Deo Lots" in the Order on the Preliminary Injunction that was issued by Judge Merchant on September 29, 2023, had been surrendered, and I had been storing the vehicles at my personal residence.

4. In compliance with the Court's directive, I arranged for the six Deo Injuncted Vehicles to be relocated to Luxsport Motor Group, LLC ("Luxsport"), a licensed and insured vehicle storage facility located at 1 Hollow Lane, New Hyde Park, New York 11042. The vehicles have been stored at Luxsport since that time.

5. Since January 31, 2024, I have incurred monthly storage fees of \$2,500.00 to keep the vehicles at Luxsport. These fees have placed a significant financial burden on me and the other Deo Defendants.

6. Gold Coast Motors of Syosset, LLC ("GCM"), operates an authorized and fully licensed dealership (Facility License No. 7131151) 108 New South Road, Hicksville, New York 11801 (the "GCM Lot"). GCM has sufficient space to securely store the six Deo Injuncted Vehicles without the Deo Defendants incurred a fee each month. Attached as **Exhibit A** are true and correct

¹ The "Deo Defendants" are defined as Anthony Deo, Sarah Deo, Harry Thomasson, Dwight Blankenship, Marc Merckling, Michael Laurie, Car Buyers NYC Inc., Gold Coast Cars of Syosset LLC, Gold Coast Cars of Sunrise LLC, Gold Coast Motors Automotive Group LLC, Gold Coast Motors of LIC LLC, Gold Coast Motors of Roslyn LLC, Gold Coast Motors of Smithtown LLC, and UEA Premier Motors Corp.

photographs of the front and back of the GCM Lot. There are over two hundred spaces allocated for parking vehicles.

7. GCM also maintains an insurance policy that provides full coverage for the six Deo Injuncted Vehicles, ensuring that the vehicles will remain protected during their storage at the GCM Lot. A true and correct copy of the Certificate of Insurance for GCM's coverage is attached to this application as **Exhibit B**.

8. I respectfully request that the Court modify the injunction to permit the relocation of the six Deo Injuncted Vehicles from Luxsport to the GCM Lot. This modification would maintain the status quo, as the vehicles would continue to be stored in a protected and insured environment, while also eliminating the unnecessary financial burden associated with the storage fees at Luxsport.

9. The relocation of the vehicles to the GCM Lot will not affect any other aspect of the Injunction and will ensure that the vehicles remain properly stored and safeguarded while alleviating the financial strain on the Deo Defendants.

10. For these reasons, I respectfully request that the Court grant the Deo Defendants' motion to modify the injunction to allow the relocation of the six Deo Injuncted Vehicles to the GCM Lot.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 8, 2024.

Signed by:

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Anthony Deo